



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

A Tradition of Service



June 15, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#61 JUNE 15, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AGREEMENT WITH CRESCENTA VALLEY SHERIFF'S SUPPORT GROUP
FOR USE OF TWO 2009 SUZUKI DUAL SPORT MOTORCYCLES
AND ONE ENCLOSED HAULMARK TRANSPORT TRAILER FOR
CRESCENTA VALLEY SHERIFF'S STATION
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

The purpose of this document is to enter into a Bailment Agreement (Agreement) for the use of two 2009 Suzuki DRZ400S dual sport motorcycles and one enclosed 7x14 Haulmark Transport trailer (Vehicles), which will be provided by the Crescenta Valley Sheriff's Support Group (Group). The Group is providing the Vehicles for use by Los Angeles County Sheriff's Department (Department), Crescenta Valley Sheriff's Station (CVS) personnel.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Agreement with the Group for the use of the Vehicles at no cost to Los Angeles County (County), effective upon Board approval for the term of six years.
2. Approve the County to indemnify and defend the Group from all liability arising out of the County's use or operation of the Vehicles, other than liability resulting from inherent defects or malfunctions related to acts or omissions of the manufacturer. The Department will provide repairs and maintenance service for the Vehicles.
3. Instruct the Executive Officer-Clerk of the Board to sign attached letter of appreciation to Leo Lesh, President, Crescenta Valley Sheriff's Support Group, Post Office Box 12458, La Crescenta, California 91214, for the generous loan and use of these Vehicles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Group wishes to loan the use of two 2009 Suzuki DRZ400S dual sport motorcycles, Vehicle Identification Numbers JS1SK43A292101521 and JS1SK43A592101092, and one 2010 enclosed 7X14 Haulmark Transport trailer, Vehicle Identification Number 16HPB1420AA036123, for exclusive use by Department personnel assigned to CVS. These vehicles will allow station personnel to provide enforcement, search and rescue support, and evacuation support in the unincorporated areas of the station where recent fires and rain have made some roads impassable. These areas are commonly used by hikers and mountain bikers who can become lost or injured.

Implementation of Strategic Plan Goals

Acceptance of this loan supports the County's Strategic Plan, Goals 1, Operational Effectiveness; and Goal 5, Public Safety. The Vehicles will enhance both the quality and productivity of services provided by CVS.

FISCAL IMPACT/FINANCING

The Department will hold title as the registered owner of the Vehicles and the Group will hold title as the legal owner of the Vehicles. All liability insurance will be provided and paid for by the Department. The Department will also provide all fuel, general maintenance, and repairs necessary for the daily operation of the Vehicles.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Vehicles will be on loan to the Department for a period of six years. Either party may terminate the Agreement with five days advance written notice. In addition, the Agreement requires that the County indemnify the Group for any and all liability arising out of the County's use or operation of the Vehicles. The indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

This Board letter and Bailment Agreement have been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact of current County services.

CONCLUSION

Upon the Board's approval, please return an adopted stamped copy of the letter and three signed copies of the Agreement to the Department's Communications and Fleet Management Bureau.

The Honorable Board of Supervisors

6/15/2010

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Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" and last name "Baca" clearly distinguishable.

LEROY D. BACA

Sheriff

LDB:SDE:SLE:rk

Enclosures

BAILMENT AGREEMENT

This Bailment Agreement, hereinafter referred to as "Agreement," is made and entered into this 15TH day of JUNE, 2010 by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and the Crescenta Valley Sheriff's Support Group.

1. **Bailment of Property:** Crescenta Valley Sheriff's Support Group hereby bails two 2009 Suzuki DRZ400S dual sport motorcycles, Vehicle Identification Numbers JS1SK43A292101521 and JS1SK43A592101092, and one 2010 enclosed 7x14 Haulmark Transport Trailer, Vehicle Identification Number 16HPB1420AA036123, hereinafter referred to as the "Vehicles," for the exclusive use of the Los Angeles County Sheriff's Department (Department).

2. **Term of Bailment:** The term of this Agreement shall be for six (6) years, commencing on the date first written above, unless sooner terminated or extended, in whole or in part, as set forth herein.

3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the Vehicles. COUNTY will provide all necessary maintenance and repairs at no cost to Crescenta Valley Sheriff's Support Group. COUNTY has the right to inspect said Vehicles prior to acceptance. The Crescenta Valley Sheriff's Support Group shall assume responsibility for ensuring that the Vehicles have been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the Vehicles upon delivery and by acceptance thereof finds the Vehicles are in good working order and condition. COUNTY shall maintain the Vehicles in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicles. COUNTY shall pay for normal service required for the proper operation of the Vehicles. COUNTY shall pay for all washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicles. COUNTY will provide, install, and maintain all required law enforcement equipment including but not limited to voice radios, lights, sirens and graphics on the Vehicles. All required law enforcement equipment installed by COUNTY will be removed from the Vehicles prior to return of the Vehicles to Crescenta Valley Sheriff's Support Group.

4. **Indemnification:** COUNTY agrees to indemnify and defend Crescenta Valley Sheriff's Support Group from any and all liability, losses, or damages the Crescenta Valley Sheriff's Support Group may suffer and from any claims, demands, costs, or judgments against the Crescenta Valley Sheriff's Support Group arising out of COUNTY's use or operation of the Crescenta Valley Sheriff's Support Group's Vehicles. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

5. **Titles:** Legal title to the Vehicles are, and shall at all times, remain in the name of the Crescenta Valley Sheriff's Support Group. COUNTY shall hold title as the

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registered owner only. The Vehicles shall not be transferred or delivered by COUNTY to any persons other than the Crescenta Valley Sheriff's Support Group without the Crescenta Valley Sheriff's Support Group's prior written consent.

6. **Cost:** Except as otherwise set forth in this Agreement, COUNTY's use of these Vehicles shall be at no cost.

7. **Inspection by County:** COUNTY agrees to allow the Crescenta Valley Sheriff's Support Group to inspect the Vehicles or otherwise observe them at such times and locations as mutually agreed upon. COUNTY shall provide the Crescenta Valley Sheriff's Support Group with such mileage, safety, operating, and other information, or copies of any such records maintained by COUNTY with respect to the Vehicles as the Crescenta Valley Sheriff's Support Group or any government agency may require from time to time.

8. **Use Of Vehicle:** COUNTY may use the Vehicles for any lawful purpose, including use in connection with investigations and law enforcement activities in all areas under the COUNTY's jurisdiction. COUNTY shall not use or operate the Vehicles in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall COUNTY disconnect the Vehicles' odometers or other mileage recording devices. Nor shall the Vehicles be used or operated as follows:

- a) In a manner subjecting them to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** COUNTY shall assume all risks of loss to the Vehicles:

- a) From the time the Vehicles are delivered by the Crescenta Valley Sheriff's Support Group and accepted by COUNTY following an inspection.
- b) Until the Vehicles are returned to Crescenta Valley Sheriff's Support Group at its place of business.

Upon inspection/acceptance, COUNTY shall be responsible for any and all damages to the Vehicles except those damages caused by negligence or defects in the original factory design, manufacture, or assembly of said Vehicles.

In the event of damage to the Vehicles, COUNTY shall notify the Crescenta Valley Sheriff's Support Group to that effect and follow such instructions that the Crescenta Valley Sheriff's Support Group may provide with respect to repair or disposal of the

Vehicles. If the Vehicles are lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Crescenta Valley Sheriff's Support Group's agreement as to such condition), COUNTY shall properly notify the Crescenta Valley Sheriff's Support Group thereof and hold any wreckage for disposal by the Crescenta Valley Sheriff's Support Group. With respect to any loss, theft or damage to the Vehicles, COUNTY and the Crescenta Valley Sheriff's Support Group shall negotiate the value for comparably equipped Vehicles in a condition similar to the lost, stolen, or destroyed Vehicles immediately prior to any such loss.

10. **Termination**: Either party may terminate this Agreement by giving five (5) days advance written notice to the other party. Upon termination of this Agreement, COUNTY shall immediately return the Vehicles to the Crescenta Valley Sheriff's Support Group.

11. **Amendments**: No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

12. **Notices**: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department
Attn: Fleet Management
1277 N. Eastern Avenue
Los Angeles, CA 90063

Crescenta Valley Sheriff's Support Group
Attn: Leo Lesh, President
P.O. Box 12458
La Crescenta, CA 91241

13. **Independent Contractor:** This Agreement is by and between COUNTY and the Crescenta Valley Sheriff's Support Group and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the Crescenta Valley Sheriff's Support Group. The employees and agents of one party shall not be construed to be employees and agents of the other party.

14. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Crescenta Valley Sheriff's Support Group agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15. **Validity and Waiver:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. **Assignment:** A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

17. **Publicity:** Neither party shall identify the other party as a joint venturer or partner or otherwise characterize the arrangement between them as anything other than a bailment.

18. **Authorization Warranty:** The Crescenta Valley Sheriff's Support Group represents and warrants that the person executing this Agreement for the Crescenta Valley Sheriff's Support Group is an authorized agent who has actual authority to bind the Crescenta Valley Sheriff's Support Group to each and every term, condition, and obligation of this Agreement and that all requirements of the Crescenta Valley Sheriff's Support Group have been fulfilled to provide such actual authority.

19. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that

are not fully set forth herein. The parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board, and the Crescenta Valley Sheriff's Support Group has executed this Agreement, or caused it to be executed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

CRESCENTA VALLEY SHERIFF'S
SUPPORT GROUP

By *Gloria Molina*
Chair, Board of Supervisors

By *Leo Lesh*
Leo Lesh, President

ATTEST:
Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *David P. Papan*
Deputy

By *David P. Papan*
Deputy

APPROVED AS TO FORM:
Andrea Sheridan Ordin
County Counsel

By *Michelle Jackson*
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

61 JUN 15 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER